

you are deemed to have elected. All contract changes will be available at your service office by December 31 preceding the cancellation date (January 20, 1986, for the 1985, 1986 transition). Acceptance of any change will be conclusively presumed in the absence of any notice from you to cancel the contract.

17. Meaning of Terms

For the purposes of pea crop insurance:

a. *Actuarial table* means the forms and related material for the crop year approved by us which are available for public inspection in your service office, and which show the production guarantees, coverage levels, premium rates, prices for computing indemnities, practices, insurable and uninsurable acreage, and related information regarding pea insurance in the county.

b. *County* means the county shown on the application and any additional land located in a local producing area bordering on the county, as shown by the actuarial table.

c. *Crop year* means the period within which the peas are normally grown and is designated by the calendar year in which the peas are normally harvested.

d. *Combining* (See “Vining”)

e. *Harvest* as to any green pea acreage means the vining or combining and acceptance by the processor of the peas from such acreage. “Harvest” as to any dry pea acreage means combining peas which are or could be marketed as dry peas.

f. *Insurable acreage* means the land classified as insurable by us and shown as such by the actuarial table.

g. *Insured* means the person who submitted the application accepted by us.

h. *Loss ratio* means the ratio of indemnity(ies) to premium(s).

i. *Person* means an individual, partnership, association, corporation, estate, trust, or other business enterprise or legal entity, and wherever applicable, a State, a political subdivision of a State, or any agency thereof.

j. *Peas* mean either:

(1) Canning and freezing peas (“green peas”) grown under contract with a processor executed before you report your acreage; or

(2) All spring-planted smooth green and yellow, and wrinkled varieties of dry peas and lentils (“dry peas”).

k. *Service office* means the office servicing your contract as shown on the application for insurance or such other approved office as may be selected by you or designated by us.

l. *Tenant* means a person who rents land from another person for a share of the peas or a share of the proceeds therefrom.

m. *Unit* means all insurable acreage of any one type of green peas or varietal group of dry peas (see the actuarial table) in the county on the date of planting for the crop year:

(1) In which you have a 100 percent share; or

(2) Which is owned by one entity and operated by another entity on a share basis.

Land rented for cash, a fixed commodity payment, or any consideration other than a share in the peas on such land shall be considered as owned by the lessee. Land which would otherwise be one unit may be divided according to applicable guidelines on file in your service office or by written agreement with us. Units will be determined when the acreage is reported. Errors in reporting such units may be corrected by us to conform to applicable guidelines when adjusting a loss. We may consider any acreage and share thereof reported by or for your spouse or child or any member of your household to be your bona fide share of the bona fide share of any other person having an interest therein.

n. *Vining* or *combining* means separating the peas from the pods.

18. Descriptive Headings

The descriptive headings of the various policy terms and conditions are formulated for convenience only and are not intended to affect the construction or meaning of any of the provisions of the contract.

19. Determinations

All determinations required by the policy will be made by us. If you disagree with our determinations, you may obtain reconsideration of or appeal those determinations in accordance with Appeal Regulations.

20. Notices

All notices required to be given by you must be in writing and received by your service office within the designated time unless otherwise provided by the notice requirement. Notices required to be given immediately may be by telephone or in person and confirmed in writing. Time of the notice will be determined by the time of our receipt of the written notice.

21. Notwithstanding the terms of the crop insurance policy and any contract for crop insurance under the provisions of this part, coverage under the terms of such crop insurance policy will be effective subject to the availability of appropriations.

[50 FR 7729, Feb. 26, 1985, as amended at 50 FR 49027, Nov. 29, 1985; Amdt. 1, 50 FR 49921, Dec. 6, 1985; 50 FR 52758, Dec. 26, 1985; Amdt. 1, 51 FR 7546, 7547, Mar. 5, 1986; 51 FR 29205–29207, Aug. 15, 1986; 51 FR 45296, Dec. 18, 1986; 52 FR 3214, Feb. 3, 1987; 54 FR 20507, May 12, 1989; 55 FR 35888, Sept. 4, 1990; 62 FR 61903, Nov. 20, 1997]

PARTS 417–421 [RESERVED]